

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ZONG LAU and HUI LAU,

Plaintiffs,

-v-

SPECIALIZED LOAN SERVICING, LLC *et al.*,

Defendants.
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23 Civ. 1385 (JPC) (GWG)

ORDER

JOHN P. CRONAN, United States District Judge:

On June 28, 2024, this Court dismissed Plaintiffs’ Amended Complaint in its entirety, but granted Plaintiffs leave to amend only Count Two, which was brought under the Real Estate Settlement Procedures Act, 12 U.S.C. §§ 2601 *et seq.*, and its implementing procedures under Regulation X, 12 C.F.R. §§ 1024.1 *et seq.*, insofar as Plaintiffs sought to hold Defendants Caliber Home Loans, Inc. (“Caliber”) and Fay Servicing, LLC (“Fay”) liable for these Defendants’ alleged failure to provide notice of the mortgage servicing transfer. *Lau v. Specialized Loan Servicing, LLC*, No. 23 Civ. 1385 (JPC) (GWG), 2024 WL 3219810, at *7-8, 12 (S.D.N.Y. June 28, 2024). The Court also terminated all other Defendants in the action. *Id.* at *12.

On August 12, 2024, Plaintiffs timely filed their Second Amended Complaint, in which they amended Count Two, which is now asserted only against Caliber and Fay, but also reasserted claims that the Court previously had dismissed without leave to amend. Dkt. 98. Accordingly, the Court dismisses Counts One, Three, Four, Five and Six of the Second Amended Complaint.

SO ORDERED.

Dated: August 15, 2024
New York, New York



JOHN P. CRONAN
United States District Judge